

BEFORE THE  
ILLINOIS COMMERCE COMMISSION

ILLINOIS BELL TELEPHONE )

Filing to implement tariff provisions related to )  
Section 13-801 of the Public Utilities Act )  
\_\_\_\_\_ )

01-0614

REBUTTAL TESTIMONY OF  
JOSEPH GILLAN  
ON BEHALF OF  
AT&T COMMUNICATIONS OF ILLINOIS, INC., WORLDCOM, INC.,  
DATA NET SYSTEMS, L.L.C., TRUCOMM CORPORATION AND  
THE ILLINOIS PUBLIC TELECOMMUNICATIONS ASSOCIATION,  
AND THE PACE COALITION AND  
Z-TEL COMMUNICATIONS, INC.

JOINT CLEC EX. NO. 2 - REVISED

November 14, 2001

FILED  
J. CLEC 01-0614  
2 Rebut  
11/30/01 and

1       **Q.     Please state your name.**

2

3       A.     My name is Joseph Gillan. My business address is PO Box 541038, Orlando,  
4             Florida, 32854. I previously filed direct testimony on behalf of the Joint CLECs  
5             in this proceeding.<sup>1</sup>

6

7       **Q.     What is the purpose of your rebuttal testimony?**

8

9       A.     The principal purpose of my rebuttal testimony is to respond to various proposals  
10            by Ameritech Illinois to compromise and dilute its clear obligation under Section  
11            13-801 to implement interconnection, collocation, network elements and resale to  
12            promote, to the fullest extent possible, the maximum offering of competitive  
13            services in Illinois. Specifically, I respond to Ameritech proposals to:

14

15                   \*     Impose a lengthy, complex and expensive Bona Fide  
16                   Request process on requests for additional combinations;

17

18                   \*     Promote a definition of "ordinarily combines" that has but  
19                   one purpose -- to substantially limit CLEC opportunity;

20

21                   \*     Refuse access to certain network element combinations  
22                   (i.e., point-to-point circuits other than special access);

23

24                   \*     Impose restrictions on the CLECs' use of network  
25                   elements;

26

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<sup>1</sup>       The Joint CLECs include TruComm Corporation, which was inadvertently deleted from the list of sponsors in my direct testimony.

- 1                   \*     Disrupt customers with existing advance data services and  
2                             refuse access to splitters on a nondiscriminatory basis to  
3                             promote additional offerings;  
4
- 5                   \*     Ignore Section 13-801(d)(6)'s unambiguous direction that  
6                             customers be migrated to UNE-P without any disruption in  
7                             service;  
8
- 9                   \*     Limit the availability of critical network elements  
10                            (specifically local switching) to preclude competition for  
11                            small business customers in parts of Chicago; and  
12
- 13                  \*     Ignore Section 13-801's resale obligations that now apply  
14                            to affiliates of Ameritech Illinois.  
15

16           In addition, my rebuttal testimony recommends that the Commission establish a  
17           separate proceeding to address the so-called 'local use test' on EELs (if  
18           necessary).<sup>2</sup> Unlike other provisions in Section 13-801, the Illinois General  
19           Assembly referred this issue to the Commission and the Joint CLECs have  
20           concluded that addressing this open issue should not slow (or detract from) the  
21           more immediate goal of implementing a tariff that complies with the specific  
22           obligations of Section 13-801. Consequently, I have attached (and incorporate by

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<sup>2</sup>       Importantly, this is a procedural concession only. The Joint CLECs do not agree there is any merit to Ameritech's position that CLECs should be denied access to certain network element combinations, just so Ameritech can protect its "special access" revenues from competition. Indeed, the Joint CLECs believe that the Commission has already considered -- and has already rejected -- Ameritech's protectionist posture in Docket 98-0396. However, given the overriding and immediate need to obtain a tariff that complies with Section 13-801's specific direction, the Joint CLECs are willing to remove the issue from their testimony and proposed tariff in this proceeding.

1 reference) Schedule JPG-2 that details a number of revisions to the EELs portion  
2 of the tariff to reflect this interim procedural concession.

3  
4 **(a) The Request for Additional Combinations Process**

5  
6 **Q. Please explain the why the Joint CLECs have proposed a Request for**  
7 **Additional Combinations (RAC) process, and explain its differences with**  
8 **Ameritech's Bona Fide Request (BFR) process.**

9  
10 A. Section 13-801 is quite clear in its obligation that Ameritech Illinois "... shall  
11 combine any sequence of unbundled network elements that it ordinarily combines  
12 for itself."<sup>3</sup> Certainly, some combinations are easily identified and knowable in  
13 advance. These combinations form the "listed combinations" outlined in both the  
14 Joint CLEC and Ameritech proposed tariffs. What is left then is the need for a  
15 process to address whether other requested combinations are "ordinarily  
16 combined" as the issue arises.

17  
18 The Joint CLECs recommend a simple and straight-forward process – the Request  
19 for Additional Combinations (RAC) process –to quickly determine whether  
20 Ameritech intends to challenge whether a particular request would be honored.  
21 This approach would mean that the Commission would determine, on a case-by-

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<sup>3</sup> Section 13-801(d)(3), emphasis added.

1 case basis, looking at the facts specific to each request, whether the requested  
2 combination is “ordinarily combined” by Ameritech for itself (and must,  
3 therefore, be combined for the CLEC).  
4

5 **Q. How does this approach contrast with Ameritech’s proposal?**  
6

7 A. Ameritech would require any request for an additional combination conform to its  
8 BFR process – a process that is unnecessarily lengthy, complex and costly. The  
9 BFR process provides Ameritech with 30 days before it even indicates whether it  
10 intends to comply with the requested combination. In addition, Ameritech intends  
11 to charge the CLEC \$2,000 just to find out if Ameritech believes a requested  
12 combination is “ordinarily combined” in its network.<sup>4</sup>  
13

14 The RAC process is far more streamlined. It is initiated by either a request for  
15 specific sequence of elements, or a request for the network elements that comprise  
16 a particular Ameritech service. Ameritech then has two weeks to respond to the  
17 request, indicating its proposed provisioning intervals and prices. Where rates  
18

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<sup>4</sup> I have attached a copy of Ameritech’s BFR process as Schedule JPG-3.

1 have already been established, the RAC contemplates that non-recurring charges  
2 would default to a sum-of-the-parts rule.<sup>5</sup>

3  
4 If Ameritech chooses to challenge a request, then the RAC process adopts the  
5 procedures in Section 13-515 to resolve the dispute. Thus, like Staff's  
6 recommendation, the RAC process is greatly simplified and designed to speed any  
7 specific controversy to the Commission for resolution. Moreover, as with Staff's  
8 recommendation, there would no charge imposed by Ameritech on entrants for  
9 asking Ameritech to comply with its statutory obligations.

10 (b) "Ordinarily Combines"

11  
12 **Q. Do you recommend that the Commission attempt to define the term**  
13 **"ordinarily combines" in the abstract?**

14  
15 **A.** No. Attempting to obtain greater precision through the adoption of additional  
16 adjectives is not likely to produce a useful result. The statute already adopts a  
17 standard of "ordinarily combines" and it is difficult to imagine what could be  
18 gained by debating its meaning in the abstract. The Commission instead should

<sup>5</sup> It should be noted that many RAC requests may not necessarily be for new network elements *per se*, but rather could be requesting combinations of elements that already have been defined.

1 apply the standard based upon the facts specific to particular disputes or requests,  
2 and in that manner give effect to the “ordinarily combines” standard.<sup>6</sup>  
3

4 **Q. Does Ameritech Illinois support a fact-based approach to the “ordinarily**  
5 **defines” standard?**  
6

7 A. No. Ameritech Illinois is clearly committed to diminishing its obligations by  
8 recommending a “definition” of “ordinarily combines” that would substantially  
9 weaken – indeed, it would fundamentally change – the standard in 13-801.

10 Through a remarkably elastic use of the dictionary, Ameritech Illinois redefines  
11 “ordinarily combines” into “combinations of UNEs which are used to provide  
12 voice grade service on a widespread (i.e., mass market basis).”<sup>7</sup>  
13

14 **Q. Please explain how Ameritech arrived at this unique definition of “ordinarily**  
15 **combines.”**  
16

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<sup>6</sup> To the extent that the Commission would like to provide additional guidance, however, Joint CLECs concur with Staff’s view that requests for additional combinations should:

... only be rejected in the event that neither the Company nor its affiliates provide services using such a combination of unbundled network elements or that while the Company or its affiliates do provide services using such combinations that such provisioning is extraordinary (i.e., a limited combination of elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances).

<sup>7</sup> Ameritech Response to Staff Data Request No. CLG-103(A).

1       A.     There is little disagreement that ordinary includes routine, normal or typical.<sup>8</sup> In  
2             other words, ordinary means ordinary. It is also clear that such a perspective  
3             would not – as the legislature intended – exclude many combinations (if any)  
4             from the obligation of 13-801(d)(3). Indeed, one could say – in fact, one *should*  
5             say – that it would be *extraordinary* for there to be combinations that are beyond  
6             the reach of 13-801(d)(3).

7  
8             As one would expect, even Ameritech begins its explanation by reviewing the  
9             dictionary definition of “ordinary.” Finding no definition of “ordinary” that suits  
10            its purpose, however, Ameritech notes that a synonym for “ordinary” is  
11            “common.” Ameritech then appeals to the definition of common – a term that the  
12            legislature did not adopt – and observes that common can mean “widespread.”

13  
14            Applying a (heretofore unknown) law of linguistic substitution, Ameritech deftly  
15            concludes that if a synonym for ordinary is common, and if *one* of the definitions  
16            of common is widespread,<sup>9</sup> then “ordinary” must mean “widespread.”<sup>10</sup>

17

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<sup>8</sup>       See Ameritech Exhibit 2.0 (Alexander), page 17 and Webster’s Seventh Collegiate Dictionary.

<sup>9</sup>       Another definition of “common” is “completely unprincipled.” In this sense, at least, Ameritech is proposing a common definition of ordinary.

<sup>10</sup>      It is important to note that the definition of “ordinary” does *not* include the term “widespread” in any of its definitions. The concept is only introduced in the definition of “common.”



1 Of course, Ameritech's "logic" begs the obvious question: Why end the chain of  
2 association with the definition of "common." After all, a synonym for common is  
3 vulgar; a synonym for vulgar is coarse; a synonym for coarse is gross; and one of  
4 the definitions of gross is "visible without the aid of a microscope."<sup>11</sup> Therefore,  
5 applying Ameritech's logic, any combination that is visible without the aid of a  
6 microscope, is clearly a sequence of elements that Ameritech ordinarily  
7 combines.<sup>12</sup>

8  
9 **Q. Why does Ameritech go to such an extreme to weaken the definition of**  
10 **"ordinary"?**

11  
12 **A.** Ameritech is clearly attempting to find a nexus between the obligation of 13-  
13 801(d)(3) and simple plain old telephone service (POTS);

14  
15 It is reasonable to consider POTS ... as common or ordinary, and  
16 that the elements comprising POTS (i.e., loop, dial-tone, switching  
17 etc.) are ordinarily combined to provide service on a widespread,  
18 mass-market basis.

19  
20 On the other hand, "specials" are designed services that provide a  
21 customized transmission path to the end user, using various circuit  
22 enhancing electronics and/or loop conditioning. Further, such  
23 services are not generally considered "mass-market" products.<sup>13</sup>  
24

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<sup>11</sup> Webster's Seventh Collegiate Dictionary.

<sup>12</sup> Be thankful that I stopped the exercise before finding a connection to Kevin Bacon.

<sup>13</sup> Ameritech Exhibit 2.0 (Alexander), page 18.

1 Thus, the end-point of Ameritech's tortured definitional scheme becomes clear --  
2 its goal is to redefine the PUA's clear instruction to combine "any sequence of  
3 network elements that it ordinarily combines for itself" into some diminished (and  
4 quite blurry) standard so that it may then refuse to offer access to non-mass-  
5 market arrangements.

6  
7 **(c) Point-to-Point Data Combinations**

8  
9 **Q. Has Ameritech already shown how it would use its redefinition of "ordinarily**  
10 **combines" to limit CLEC access to network elements?**

11  
12 **A.** Yes. In the first skirmish of this debate, Ameritech is using its remarkable  
13 definition of "ordinarily combines" to refuse CLECs access to "point-to-point"  
14 data circuits.<sup>14</sup>

15  
16 **Q. Does Section 13-801 limit Ameritech's obligation in the manner it seeks?**

17  
18 **A.** No. There is no plausible argument that Ameritech does not "ordinarily combine"  
19 the network elements that comprise these circuits as a routine part of its business.  
20 Ameritech acknowledges that point-to-point circuits are "functionally identical"

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<sup>14</sup> Ameritech Exhibit 2.0 (Alexander), page 19.

1 to special access.<sup>15</sup> Just since the federal Act was passed, Ameritech Illinois has  
2 increased its special access circuit count by 2.5 million lines. Obviously, if  
3 Ameritech combines (on average) more than 500,000 lines a year, such activity is  
4 “ordinary” by any conceivable definition.<sup>16</sup>

5  
6 The bottom line is that Ameritech seeks permission to evade its clear obligations,  
7 substituting a diminished standard that Ameritech will accept:

8  
9 These [agreed to] offerings are responsive to the CLECs’ stated  
10 desire for “products” that further enable them to serve the mass  
11 market. Ameritech Illinois’ proposed tariff provisions are more  
12 than adequate in this regard ...<sup>17</sup>  
13

14  
15 The issue isn’t whether Ameritech’s compliance is “better than it has been,” or  
16 whether the standard list of combinations is “adequate” (presumably from  
17 Ameritech’s perspective) to serve mass market customers. There is *nothing* in 13-  
18 801(d)(3) – or for that matter in (d)(1) or (2), which along with (d)(3) collectively  
19 define Ameritech’s obligations with respect to combining network elements – that  
20 limits network elements to “voice grade, mass market” services.

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<sup>15</sup> While I disagree that this functional similarity means such circuits are subject to the narrow exception in 13-801(j) that is expressly limited to “special access,” the admission does go directly to whether Ameritech ordinarily *combines* such facilities on a routine basis.

<sup>16</sup> ARMIS 43-08, Table III, Comparison of Total Special Access Lines (analog and digital) YE 1995 and 2000.

<sup>17</sup> Ameritech Exhibit 2.0 (Alexander), page 21, emphasis added.

1

2

**Q. Does the Section 13-801(j) “exception” mean that Ameritech does not  
“ordinarily combine” the network elements that underlie point-to-point data  
service?**

4

5

6

**A.** No. Section 801(j) only leaves to the Commission the question whether UNEs  
may be “substituted” for special (and switched) access circuits.<sup>18</sup> There is nothing  
in the 801(j) exception that applies to point-to-point circuits that are not special  
access – even leaving aside (as I discuss later the Joint CLECs have done),  
whether the 801(j) exception should be used to deny entrants access to any  
circuits, even those labeled special access. Even Ameritech acknowledges that  
point-to-point data circuits are exchange private line services,<sup>19</sup> not special access.

7

8

9

10

11

12

13

14

**(d) Other Restrictions**

15

16

**Q. Are there other examples of Ameritech proposing restrictions on the use of  
network elements?**

17

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<sup>18</sup> Illinois PUA Section 13-801(j):

Special access circuits. Other than as provided in subdivision (d)(4) of this  
Section for the network elements platform described in that subdivision, nothing  
in this amendatory Act of the 92nd General Assembly is intended to require or  
prohibit the substitution of switched or special access services by or with a  
combination of network elements nor address the Illinois Commerce  
Commission's jurisdiction or authority in this area.

<sup>19</sup> Ameritech Illinois Exhibit 2.0 (Alexander), page 20.

1

2       A.     Yes. Ameritech also proposes to restrict ULS-ST to preclude a CLEC from  
3             purchasing this network element and “reselling” its use to interexchange carriers  
4             or other carriers.<sup>20</sup> Significantly, Ameritech never explains *why* it has proposed  
5             this limitation or offers a policy justification for such a restriction. Because there  
6             are no “merits” to respond to, I will focus my remarks on Ameritech’s “legal”  
7             explanation.

8

9             Ameritech’s position (as I struggle to understand it) seems to be that 801(j)  
10            preserves the “status quo” with respect to exchange access and that the FCC has  
11            held that “UNEs may not be used by CLECs to solely provide switched access  
12            services.”<sup>21</sup> Leaving aside the question as to whether this conclusion *should*  
13            apply in Illinois,<sup>22</sup> there is a significant threshold gap in Ameritech’s “logic” –  
14            Ameritech never establishes that there is any plausible way to use ULS-ST “solely

15

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<sup>20</sup> Ameritech Illinois Exhibit 3.0 (Silver), page 7.

<sup>21</sup> Ameritech Illinois Exhibit 3.0 (Silver), page 6, emphasis added.

<sup>22</sup> Importantly, Section 13-801(j) does not *prohibit* the substitution of UNEs for switched or special access, it simply leaves the question to the Illinois Commission to address. As I explain later in my testimony, the Joint CLECs have concluded that this *open* issue should not be addressed in this compliance proceeding, but instead should be addressed elsewhere.

1 to provide switched access service.” Exactly *what* is the scenario that this  
2 restriction is attempting to prevent, and *why* should the Commission prevent it?<sup>23</sup>

3  
4 Second, Ameritech acknowledges that the ULS-ST is a critical component of  
5 UNE-P -- and without addressing the merits of *whatever* 13-801(j) is intended to  
6 temporarily preserve -- the provision does not apply to 13-801(d)(4)  
7 combinations, such as UNE-P.<sup>24</sup> Consequently, there is nothing in the Act that  
8 gives cover to Ameritech’s proposed restriction on how a CLEC uses ULS-ST,  
9 especially when part of a complete platform. Because there is no question that  
10 Ameritech cannot restrict ULS-ST when part of a complete platform, how could it  
11 be rational to limit the network element when combined with a CLEC-provided  
12 loop? In other words, how does ULS-ST become something *less*, when the CLEC  
13 has done something *more* (like adding its own loop)?

14  
15 Ameritech’s blatant attempt to limit a CLEC’s use of ULS-ST is baseless. There  
16 is no legal justification and no practical explanation for the imposition of this  
17 restriction (whatever it is intended to accomplish). The proposal is nothing more

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<sup>23</sup> If, for whatever reason, a CLEC chooses to allow a carrier to use the ULS-ST that the CLEC has purchased without the payment of access charges, that is the choice of the CLEC (which, by definition, is the entity not receiving the payment).

<sup>24</sup> I note that while Section 13-801(d)(4) clearly includes UNE-P, there is nothing in the provision that limits its application solely to UNE-P. Other end-to-end arrangements, including local point-to-point and data circuits, would also fall within its broad definition. In other words, while the UNE-Platform is clearly *one* of the applications required by 13-801(d)(4), there is nothing in the PUA to suggest that it is the *only* application required by the provision.

1 than an opportunity for administrative harassment by the UNE-police, without  
2 increasing the options, or decreasing the cost, of competitive services for Illinois  
3 consumers and businesses. It cannot be justified under any metric, much less the  
4 competitive framework embraced by Section 13-801 of the Illinois Public Utilities  
5 Act.

6  
7 **(e) Line Splitting**

8  
9 **Q. Do you agree with Ameritech's positions on "line-splitting," i.e., situations**  
10 **where advanced data services are provided in conjunction with a platform**  
11 **arrangement?**

12  
13 **A.** No. To begin, Ameritech Illinois' entire discussion of this issue, and the  
14 "platform" specifically, refers to the FCC and ignores Section 13-801 (which is  
15 the focus of this proceeding).<sup>25</sup> The foundation for Ameritech's refusal to support  
16 line sharing arrangements, can be traced to its following claim:

17  
18 The overriding issue to remember with the "platform"  
19 configuration, is that it always and only consists of two network  
20 elements: a loop and a switch port (with unbundled local switching  
21 with shared transport).<sup>26</sup>

<sup>25</sup> Ameritech Illinois would clearly like to forget – and, even more importantly, would like this Commission to forget – that the platform was an *Illinois* innovation, not a federal insight.

<sup>26</sup> Ameritech Illinois Exhibit 4.0 (Welch), page 11, emphasis added.

1  
2 Contrast this narrow view, however, with the far broader construct in the Illinois

3 PUA:

4  
5 A telecommunications carrier may use a network elements  
6 platform consisting solely of combined network elements of the  
7 incumbent local exchange carrier to provide end to end  
8 telecommunications service for the provision of existing and new  
9 local exchange, interexchange that includes local, local toll, and  
10 intraLATA toll, and exchange access telecommunications services  
11 within the LATA to its end users or payphone service providers  
12 without the requesting telecommunications carrier's provision or  
13 use of any other facilities or functionalities.<sup>27</sup>  
14

15 There is no "always and only" limitation in Section 13-801 that limits platform  
16 providers to voice services, or that would deny them access to the splitter  
17 functionality. Rather, the Illinois General Assembly was already quite clear in its  
18 directive that:

19  
20 The Commission shall require the incumbent local exchange  
21 carrier [Ameritech Illinois] to provide interconnection, collocation,  
22 and network elements in any manner technically feasible to the  
23 fullest extent possible to implement the maximum development of  
24 competitive telecommunications service offerings.<sup>28</sup>  
25

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<sup>27</sup> Section 13-801(d)(4). As noted earlier, the UNE-P arrangement is but one of several network arrangement that satisfies this requirement.

<sup>28</sup> Section 13-801(a), emphasis added.



1 I have already fully explained (in my direct testimony) how Section 13-801 now  
2 compels Ameritech to offer splitter capability to platform providers, including  
3 cross connection of the high frequency spectrum to data providers. My direct  
4 testimony also explained why any disruption in a customer's data service when it  
5 selects a new voice provider is prohibited by Section 13-801(d)(6). Ameritech's  
6 position that the Illinois PUA requires actions that the FCC has (so far) not  
7 adopted is irrelevant and cannot serve to change its obligations here.

8  
9 **(f) Migration without Disruption**

10  
11 **Q. Does Section 13-801 obligate Ameritech to migrate customers to UNE-P**  
12 **without disruption?**

13  
14 **A.** Yes. Section 13-801(d)(6) makes clear that, for qualifying UNE-P arrangements,  
15 customers shall be migrated without any disruption in service:

16  
17 When a telecommunications carrier requests a network elements  
18 platform referred to in subdivision (d)(4) of this Section, without  
19 the need for field work outside of the central office, for an end user  
20 that has existing local exchange telecommunications service  
21 provided by an incumbent local exchange carrier, or by another  
22 telecommunications carrier through the incumbent local exchange  
23 carrier's network elements platform ... [t]he incumbent local  
24 exchange carrier shall provide the requested network elements  
25 platform without any disruption to the end user's services.  
26

1       **Q.     Does Ameritech Illinois' testimony indicate that it has implemented the**  
2       **systems and procedures needed to comply with this provision?**

3

4       A.     No, it does not. To the contrary, although Ameritech Illinois testifies that it will  
5       comply with the provision in the "majority" of cases, it simultaneously admits  
6       that it is not yet prepared to comply fully with this important provision:

7

8                     [O]n occasion, the assignment and provisioning systems may  
9                     reassign switch ports to maintain load balancing in the central  
10                    office switch.<sup>29</sup>  
11

12                   It is Ameritech's duty to design assignment and provisioning systems that do not  
13                   reassign switch ports of customers migrating to UNE-P. There is no reservation  
14                   in the express terms of Section 13-801 that limits its application to the "majority"  
15                   of cases. To my knowledge, Ameritech does not reassign active switch ports for  
16                   its customers and disrupt their services, and it is both discriminatory and a  
17                   violation of the express terms of 13-801(d)(6) to do so to customers moving to a  
18                   CLEC.

19

20       **Q.     What do you recommend?**

21

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<sup>29</sup> Ameritech Illinois Exhibit 2.0 (Alexander), page 27.

1       A.     The Commission should order Ameritech Illinois to immediately develop and  
2       implement new systems and procedures that do not permit the reassignment of  
3       switch ports during the process of converting customers to UNE-P. The  
4       Commission should also make clear that while this process is underway,  
5       Ameritech is *not* exempt from any enforcement or complaint proceedings under  
6       the PUA.

7

8                                   **(f) Local Switching Availability**

9

10       **Q.     Does Ameritech's compliance filing recognize its obligation to offer UNE**  
11       **combinations, including UNE-P, to serve any customer, anywhere in Illinois,**  
12       **irrespective of the type of customer or number of lines?**

13

14       A.     No, it does not appear that Ameritech agrees with even this most fundamental  
15       obligation. Ameritech's tariff continues to reference FCC rules that, in the  
16       absence of the Illinois PUA and/or a decision by this Commission, could limit the  
17       availability of the local switching network element (and, as a result, UNE-P and  
18       ULS-ST). Specifically, Part 19, Section 21, Sheet 1 states:

19

20                   ULS-ST is not available when Unbundled Local Switching is not  
21                   required to an end user of the carrier by law to be provided,

1 including due to the applicability of 47 C.F.R section  
2 51.319(c)(1)(A).<sup>30</sup>  
3

4 Consequently, Ameritech appears to be preserving a claim that it can refuse to  
5 offer the local switching network element to serve some customers, as  
6 contemplated by federal rules.<sup>31</sup>  
7

8 **Q. Should the Commission tolerate any ambiguity in Ameritech's compliance?**  
9

10 A. No. The Illinois General Assembly made clear Ameritech's obligation is to offer  
11 network elements broadly, thereby enabling entrants to rationally plan business  
12 strategies with an understanding of their rights under the Illinois Public Utilities  
13 Act. If Ameritech intends to challenge that law -- including, importantly, those  
14 obligations that go further than, but remain consistent with, the federal  
15 Telecommunications Act -- it is important that the industry (and the Illinois  
16 General Assembly) learn of this intent as soon as possible.  
17

18 For instance, the Illinois General Assembly fully expected that business  
19 customers throughout Illinois with more than 5 lines would be protected from  
20 monopoly pricing by competition. Section 13-502.5 ended the Commission's

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<sup>30</sup> This is an incorrect rule citation. However, Ameritech Illinois responded to a Staff Data Request (CLG 2.02) that the tariff should have referenced 51.319(c)(1)(B) which limits the availability of unbundled local switching.

<sup>31</sup> This rule, for example, could permit Ameritech Illinois to refuse to offer unbundled switching to serve a business customer located in a Zone 1 end office in the Chicago MSA.

1 review of Ameritech's classification of certain services as competitive, and  
2 granted Ameritech flexibility to increase rates to customers with 5 lines or more:  
3

4 Sec. 13-502.5. Services alleged to be improperly classified.  
5

6 (a) Any action or proceeding pending before the Commission  
7 upon the effective date of this amendatory Act of the 92nd General  
8 Assembly in which it is alleged that a telecommunications carrier  
9 has improperly classified services as competitive, other than a case  
10 pertaining to Section 13-506.1, shall be abated and shall not be  
11 maintained or continued.  
12

13 (b) Rates for retail telecommunications services provided to  
14 business end users with 4 or fewer access lines shall not exceed the  
15 rates the carrier charged for those services on May 1, 2001. This  
16 restriction upon the rates of retail telecommunications services  
17 provided to business end users shall remain in force and effect  
18 through July 1, 2005; provided, however, that nothing in this  
19 Section shall be construed to prohibit reduction of those rates.  
20 Rates for retail telecommunications services provided to business  
21 end users with 5 or more access lines shall not be subject to the  
22 restrictions set forth in this subsection.  
23

24 The Illinois PUA grants Ameritech the regulatory freedom of alternative  
25 regulation and exposes the multi-line business user to the threat of higher rates if  
26 competition is not the result. If Ameritech intends to keep the quid while  
27 challenging the quo, the General Assembly (as well as those competitors whose  
28 business plans depend upon compliance) deserve to know now.  
29

1 Q. What are you recommending?

2

3           A.       The Joint CLECs proposed tariff has been carefully drafted to make it absolutely  
4                   clear what is expected by Section 13-801. It appears that Ameritech is attempting  
5                   to “wiggle into” a tariff environment laced with ambiguity (i.e., “ordinarily  
6                   combines” becomes “widespread;” “without disruption” becomes “without  
7                   unnecessary disruption; and on and on and on) so that the seeds of future disputes  
8                   and retreat are sown here. The Commission should adopt the Joint CLEC tariff  
9                   and reintroduce the clarity of Section 13-801, both in its language and intent.

10

11 *(f) Resale*

12

13 **Q. Ameritech claims that its existing Resale Local Exchange tariff satisfies the**  
14 **requirements of Section 13-801(f).<sup>32</sup> Do you agree?**

15

16           A.       No. The Illinois PUA extends the obligations of an incumbent local exchange  
17                   carrier to its affiliates. Thus, to the extent that an Ameritech affiliate offers  
18                   services to end-users, that affiliate must make available those services at a  
19                   wholesale discount. Thus, while it may be technically true that Ameritech  
20                   Illinois' tariff on its face complies with Section 13-801(f) in this respect, the

<sup>32</sup> Ameritech Illinois Exhibit 3.0 (Silver), page 16.

1 question is whether all of Ameritech's affiliates comply with Section 13-801(f) –  
2 including any affiliate that offers advanced data services.

3  
4 **(g) Local Use Test and EELs**

5  
6 **Q. What modifications are being made to the Joint CLEC Proposed Tariff?**

7  
8 A. First, as noted earlier, the Joint CLECs recognize that there are a number of issues  
9 that need immediate attention to bring Ameritech Illinois into compliance with the  
10 even the basic directives of Section 13-801. To maintain the focus of this  
11 proceeding on that critical task, the Joint CLECs recommend that the Commission  
12 address (to the extent still relevant)<sup>33</sup> the only open issue in Section 13-801, i.e.,  
13 whether UNEs can be used as a substitute for switched and special access  
14 (Section 13-801(j)).

15  
16 Of course, by agreeing to defer this issue to a separate proceeding, the Joint  
17 CLECs are in no way conceding that Ameritech's position on this issue has merit.  
18 The CLECs have already briefed the Commission that, in Illinois, there is no  
19 conceivable linkage between universal service (or any social policy) and limiting  
20 an entrants use of an EEL, and the Commission already adopted an Order in 98-

<sup>33</sup> It is the Joint CLECs' view that the Commission has already rejected Ameritech Illinois' position that EELs must conform to a "predominately local" test in Docket 98-0396.

1 0396 that had removed language from the Proposed Order that would have  
2 adopted such a limitation. Consequently, it is the Joint CLECs' view that the  
3 issue has already been decided (and there is no need for a further proceeding, only  
4 conforming tariff language based on a final decision in 98-0396, or addressed in a  
5 separate proceeding, if any issue remains).  
6

7 **Q. What corresponding changes are required in the Joint CLECs proposed**  
8 **tariff?**  
9

10 A. The Joint CLECs are proposing limited – and, importantly, interim -- provisions  
11 that address EEL availability. Attached to my testimony is Schedule JPG-2 that  
12 uses, as its starting point, the EEL tariff provisions attached to the Testimony of  
13 James Zolneirek. Changes to Mr. Zolneirek's testimony are identified in  
14 Schedule JPG-2 through underlining (additions) and redlining (deletions).  
15

16 **Q. What changes are proposed to Staff's EEL section and why are they**  
17 **necessary?**  
18

19 A. Schedule JPG-2 (which replaces Part 19 of Schedule JPG-1) includes the  
20 following changes to the Staff language. Schedule JPG-2:  
21

22 \* Eliminates the reference to a "POI" for the termination of an EEL  
23 with the CLEC's facilities and substitutes the more general



1 description of an "other facility arrangement within the LATA."  
2 This change is necessary because a POI is defined (by Staff) as "a  
3 point in the network where the Parties deliver interconnection  
4 traffic to each other,"<sup>34</sup> and that may, or may not, be the same  
5 facility where the EEL terminates.  
6

7 \* Eliminates reference to "ordinarily combines" and simply  
8 identifies the specific network element combinations as "listed"  
9 combinations.  
10

11 \* Eliminates Ameritech-Illinois language (mirrored in the Staff  
12 tariff) that would limit the availability of DS1-loops to "circuit  
13 switched telephone exchange service." There is nothing in Section  
14 13-801 that condones technology-discrimination against packet  
15 networks.  
16

17 \* Includes a specific reference to the Request for Additional  
18 Combinations Process and incorporates language from Schedule  
19 JPG-1 that makes clear EELs may be terminated anywhere in the  
20 LATA (and not only at a CLEC's collocation).  
21

22 \* Eliminates the Staff's reference to the conclusion in 98-0396 that  
23 OS/DA would be unbundled only until Ameritech demonstrates  
24 that it has implemented a custom routing approach. Nothing in  
25 Section 13-801 supports the elimination of OS/DA as network  
26 elements; consequently, the Staff language that implied Ameritech  
27 could withdraw these elements after demonstrating its custom  
28 routing "solution" is no longer correct.  
29

30 \* Includes, as an interim provision only, the FCC-defined "local use  
31 test" that would apply to using EELs as a substitute for special  
32 access, subject to the clarification that (in Illinois) advanced data  
33 services and information access services are not to be considered  
34 special access. As explained repeatedly above, the Joint CLECs  
35 believe that the Commission has already rejected Ameritech  
36 Illinois' rationale for such a restriction – or, if it has not, clearly

---

<sup>34</sup> Part 23, Section 2, page 5.2, of Attachment 1 to Staff Exhibit 2.0 (Zolnierrek).

1 would when this issue is addressed in a separate proceeding.  
2 Consequently, the tariff is modified to make clear that this  
3 provision is interim only.<sup>35</sup>  
4

5 \* Include the “shared use” provisions from the Joint CLECs’  
6 Proposed Tariff needed to address any circumstance where UNEs  
7 and access circuits share the same network facility.  
8

9 **Q. Does this conclude your rebuttal testimony?**

10  
11 **A. Yes.**  
12

---

<sup>35</sup> In a similar vein, the Joint CLECs understand the rationale for Staff witness Graves’ recommendation that Ameritech Illinois include, within its tariff, a discussion of its “secured frame room proposal” in response to Section 13-801(d)(1)’s requirement that ILEC provide CLECs an ability to combine network elements. If the Commission decides to include this provision in the tariff, Ameritech Illinois secured-frame proposal should be identified as interim – this arrangement is both worthless and discriminatory, and it is likely to have no commercial application – but there are more important issues that need to be corrected immediately. The danger of adding, without the “interim” caveat, Ameritech-Illinois’s secured-frame proposal to the tariff is that it would give it a legitimacy that the proposal could never earn on the merits.

**Schedule JPG-2**

Tariff

PART 19 - Unbundled Network Elements and Number  
Portability

SECTION 20 - Enhanced Extended Loop (EEL)

Original Sheet No. 1

**1. Enhanced Extended Loop (EEL)**

Enhanced Extended Loop (EEL) is a combination of Unbundled Network Elements (UNEs) consisting of Unbundled Loops and Unbundled Dedicated Transport, combined using the appropriate Cross-Connects, and where needed, multiplexing. The EEL connects a telecommunications carrier's customer-end user in a Company central office, via an unbundled loop, to a separate Company central office or other facility arrangement within the LATAPOL, via Unbundled Dedicated Transport.

The Company provides, to requesting telecommunications carriers, listed combinations that are examples standardized examples of the types of certain "ordinarily combined" EELs. An "Ordinarily Combined EEL" is any combination of Unbundled Loops and Unbundled Dedicated Transport Network Elements used to provide service for its customers to a Company or a Company affiliate's end-user customer, another telecommunications carrier's pre-existing EEL end-user customer, a telecommunications carrier's special access end-user customer, or a telecommunications carrier's resale end-user customer. Upon request, the Company will, where necessary, perform the work to combine its unbundled network elements to provide EEL combinations. Thus, the ~~Ordinarily Combined~~ EEL offering, ~~as defined above,~~ enables the telecommunications carrier to request the Company to do all of the work necessary to provision and/or combine unbundled network elements in the same manner as the company combines those unbundled network elements when it provides service to a Company or a Company affiliate's end-user customers., ~~another telecommunications carrier's pre-existing EEL end-user customer, a telecommunications carrier's special access end-user customer, or a telecommunications carrier's resale end-user customer.~~

The Company's EELs offering ~~combinations of unbundled network elements defined as Ordinarily Combined EELs~~ include, but are not limited to, the ~~eight~~ unbundled network element combinations proposed in the Ameritech Illinois 271 Amendment filed on March 28, 2001:

- 2-Wire Analog Loop to DS1 or DS3 Dedicated Transport facilities
- 4-Wire Analog Loop to DS1 or DS3 Dedicated Transport facilities
- 2-Wire Digital Loop to DS1 or DS3 Dedicated Transport facilities
- 4-wire Digital Loop(DS1 Loop) to DS1 or DS3 Dedicated Transport facilities

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225 West Randolph Street  
Chicago, Illinois 60606

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PART 19 - Unbundled Network Elements and Number  
Portability

SECTION 20 - Enhanced Extended Loop (EEL)

Original Sheet No. 2

**1. Enhanced Extended Loop (EEL) (cont'd)**

~~The services the company will provide as part of the Ordinarily Combined EELs offering include, but are not limited to, the services defined in the Ameritech Illinois 271 Amendment filed on March 28, 2001.~~

~~The Company will cross-connect Unbundled 2 or 4-wire Analog or 2-wire Digital loops to Unbundled DS1 or DS3 Dedicated Transport facilities for the telecommunications carrier's provision of circuit-switched or packet-switched telephone exchange service to the telecommunications carrier's own end-user customers.~~

~~The Company will also cross-connect Unbundled 4-wire Digital loops (DS1 loops) to Unbundled DS1 or DS3 Dedicated Transport facilities for the telecommunications carrier's provision of circuit-switched telephone exchange service to telecommunications carrier's own end-user customers.~~

Other EEL combinations (as well as other combinations involving network elements other than, or in addition to, the loop and transport combinations listed above) that a telecommunications carrier believes are ordinarily combined may be requested via the Request for Additional Combinations (RAC) process as described in Section 1 of this tariff.

The Company will cross-connect Unbundled 2 or 4-wire Analog or 2 or 4 wire Digital loops to Unbundled DS1 or DS3 Dedicated Transport facilities for the telecommunications carrier's provision of telecommunications service to the telecommunications carrier's customers. The Unbundled Dedicated Transport facility will extend from telecommunications carrier's customer's Company serving wire center to the facilities of the telecommunications carrier or the facilities of a third party in the same LATA. Telecommunications carriers must order the Unbundled Dedicated Transport facility, with any necessary multiplexing, from the telecommunications carrier's facility to the wire center serving the telecommunications carrier's end user customer. The telecommunications carrier will order each loop as needed and provide the Company with the Channel Facility Assignment (CFA) to the Unbundled Dedicated Transport.

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225 West Randolph Street  
Chicago, Illinois 60606

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Portability

SECTION 20 - Enhanced Extended Loop (EEL)

Original Sheet No. 3

**1. Enhanced Extended Loop (EEL) (cont'd)**

The service installation interval for each specific ~~Ordinarily Combined~~ EEL shall be provided consistent with Section 13-801(d)(5) of the PUA or existing Commission orders. Where intervals are not defined, installation shall be provided at parity with the comparable retail service of the Company or any affiliate.

A telecommunications carrier shall be permitted to subscribe to EELs under this tariff regardless of whether or not the telecommunication carrier has an effective interconnection agreement with the Company pursuant to Section 252 of the Telecommunications Act of 1996.

~~The Company will send any request for an EEL combination that the Company does not believe meets the definition of ordinarily combined, as defined above, to the Bona Fide Request (BFR) process as described in Section 1 of this tariff. For such requests, the Company will also, within two business days of receiving the request, provide to the requesting carrier and the Illinois Commerce Commission a written explanation of why the request does not meet the above definition of ordinarily combined. Requests will only be rejected in the event that neither the Company nor its affiliates provide services using such a combination of unbundled network elements or that while the Company or its affiliates do provide services using such combinations that such provisioning is extraordinary (i.e., a limited combination of elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances).~~

~~The Company will, consistent with the Commission Order in 98-0396, provide operator services and directory assistance as unbundled network elements at TELRIC rates until such time as it successfully demonstrates, after testing and Commission approval of terms, that GLECs have the ability to route their OS and DA traffic to their own OS and DA platforms or to those of a third party provider.~~

**2. EEL Pricing**

Recurring and Nonrecurring charges for the listed specific ordinary combinations of EELs described above are shown below. Upon request of any telecommunications carrier, the Company will provide, for any ordinarily combined EEL not explicitly listed above, a schedule of rates, and where applicable, based on a service description, a schedule of the unbundled network elements comprising the ~~ordinarily combined~~

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Portability

SECTION 20 - Enhanced Extended Loop (EEL)

Original Sheet No. 4

**2. EEL Pricing (cont'd)**

EEL in accordance with the RAC and ~~These schedules are described in~~  
the Schedule of Rates Processes in Section 1 of this tariff.

**A. Non-recurring Charges**

The non-recurring charge for ordinarily combined EELs shall be \$1.02.  
No other non-recurring charges, including fees associated with  
termination or reconnection shall apply.

**B. Recurring Charges**

The recurring charges for ordinarily combined EELs listed above shall  
be:

**2-Wire Analog Loop to DS1 Dedicated Transport**

Recurring	Area:	A	B	C
Unbundled 2-Wire Analog Basic Loop*		\$2.59	\$7.07	\$11.40
Unbundled DS1 Transport	Zone:	1	2	3
Interoffice Mileage Termination (2)		\$34.70	\$34.70	\$34.70
Interoffice Mileage (Per Mile)		\$1.88	\$1.88	\$1.88
Central Office Multiplexing		\$275.34	\$275.34	\$275.34
Cross-Connect		\$.43	\$.43	\$.43

**2-Wire Digital Loop to DS1 Dedicated Transport**

Recurring	Area:	A	B	C
Unbundled 2-Wire Digital Basic Loop*		\$2.71	\$8.88	\$13.68
Unbundled DS1 Transport	Zone:	1	2	3
Interoffice Mileage Termination (2)		\$34.70	\$34.70	\$34.70
Interoffice Mileage (Per Mile)		\$1.88	\$1.88	\$1.88
Central Office Multiplexing		\$275.34	\$275.34	\$275.34
Cross-Connect		\$.43	\$.43	\$.43

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PART 19 - Unbundled Network Elements and Number  
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SECTION 20 - Enhanced Extended Loop (EEL)

Original Sheet No. 5

2. EEL Pricing (cont'd)

**4-Wire Analog Loop to DS1 Dedicated Transport**

Recurring	Area:	A	B	C
Unbundled 4-Wire Analog Basic Loop*		\$4.08	\$16.82	\$26.63
Unbundled DS1 Transport	Zone:	1	2	3
Interoffice Mileage Termination (2)		\$34.70	\$34.70	\$34.70
Interoffice Mileage (Per Mile)		\$1.88	\$1.88	\$1.88
Central Office Multiplexing		\$275.34	\$275.34	\$275.34
Cross-Connect		\$ .43	\$ .43	\$ .43

**4-Wire Digital Loop to DS1 Dedicated Transport**

Recurring	Area:	A	B	C
Unbundled 4-Wire Digital Basic Loop*		\$73.46	\$61.45	\$61.56
Unbundled DS1 Transport	Zone:	1	2	3
Interoffice Mileage Termination (2)		\$34.70	\$34.70	\$34.70
Interoffice Mileage (Per Mile)		\$1.88	\$1.88	\$1.88
Cross-Connect		\$ .43	\$ .43	\$ .43

**2-Wire Analog Loop to DS3 Dedicated Transport**

Recurring	Area:	A	B	C
Unbundled 2-Wire Analog Basic Loop*		\$2.59	\$7.07	\$11.40
Unbundled DS3 Transport	Zone:	1	2	3
Interoffice Mileage Termination (2)		\$293.86	\$293.86	\$293.86
Interoffice Mileage (Per Mile)		\$29.81	\$29.81	\$29.81
Central Office Multiplexing		\$679.64	\$679.64	\$679.64
Cross-Connect		\$ .76	\$ .76	\$ .76

**2-Wire Digital Loop to DS3 Dedicated Transport**

Recurring	Area:	A	B	C
Unbundled 2-Wire Digital Basic Loop*		\$2.71	\$8.88	\$13.68
Unbundled DS3 Transport	Zone:	1	2	3
Interoffice Mileage Termination (2)		\$293.86	\$293.86	\$293.86
Interoffice Mileage (Per Mile)		\$29.81	\$29.81	\$29.81
Central Office Multiplexing		\$679.64	\$679.64	\$679.64
Cross-Connect		\$ .76	\$ .76	\$ .76

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Portability

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Original Sheet No. 6

2. EEL Pricing (cont'd)

**4-Wire Analog Loop to DS3 Dedicated Transport**

Recurring	Area:	A	B	C
Unbundled 4-Wire Analog Basic Loop*		\$4.08	\$16.82	\$26.63
Unbundled DS3 Transport	Zone:	1	2	3
Interoffice Mileage Termination (2)		\$293.86	\$293.86	\$293.86
Interoffice Mileage (Per Mile)		\$29.81	\$29.81	\$29.81
Central Office Multiplexing		\$679.64	\$679.64	\$679.64
Cross-Connect		\$.76	\$.76	\$.76

**4-Wire Digital Loop to DS3 Dedicated Transport**

Recurring	Area:	A	B	C
Unbundled 4-Wire Digital Basic Loop*		\$73.46	\$61.45	\$61.56
Unbundled DS3 Transport	Zone:	1	2	3
Interoffice Mileage Termination (2)		\$293.86	\$293.86	\$293.86
Interoffice Mileage (Per Mile)		\$29.81	\$29.81	\$29.81
Central Office Multiplexing		\$404.30	\$404.30	\$404.30
Cross-Connect		\$.76	\$.76	\$.76

3. Interim Provision Pending Implementation of Final Order in ICC Docket  
98-0396 Concerning EELs

EELs shall be provided to telecommunications carriers for use in the provision of any existing or new telecommunications services (including advanced services or information access service) with the following exception: a telecommunications carrier may only request a EEL for the provision of interexchange access service when the carrier can certify, and does so in writing, that the telecommunications carrier uses that EEL arrangement to provide a significant amount of local exchange service to its end-user customer pursuant to the criteria set forth by the Federal Communications Commission (FCC) in CC Docket No. 96-98, Supplemental Order Clarification, FCC 00-183, released June 2, 2000, as may be clarified or modified in subsequent FCC orders. Interexchange access service, as used in this paragraph, does not include advanced services or information access service (e.g., interstate special access xDSL service). The applicability of this exception is being reviewed by the Illinois Commerce Commission.

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Chicago, Illinois 60606

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Portability

SECTION 20 - Enhanced Extended Loop (EEL)

Original Sheet No. 7

**4. Shared UNE and Access Facilities**

When a telecommunications carrier's access circuits share physical facilities with new EELS or EELs that are converted existing special circuits, the access circuits do not need to be groomed off of the shared physical facility before the special access circuit can be reconfigured to a UNE Loop and Unbundled Dedicated Transport combination pursuant to this tariff.

Access circuits, data circuits, Unbundled Network Elements (UNEs), and UNE combinations can share the same physical facility, and when they do then the charge for that physical facility shall be rated proportionally between UNE charges and access charges. When a facility is not fully utilized, the "spare" portions will be priced at UNE rates, i.e., all spare portions are assumed to be UNEs.

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225 West Randolph Street  
Chicago, Illinois 60606



**Bona Fide Request Form**

**AM TR-NIS-000140-IL**  
Issue 7, October 2000

**AM TR-NIS-000140-IL**

**AMERITECH BONA FIDE REQUEST PROCESS -  
ILLINOIS**

To:	Requesting Carriers
Priority:	1
Effective Date:	October 2000
Issue Date:	Issue 7, October 2000
Expires On:	Until Canceled or Superseded
Training Time:	N/A
Related Documents:	AM TR-NIS-000140 - Indiana, Michigan, Ohio, Wisconsin
Documents Canceled:	AM TR-NIS-000140, Issue 6
Issuing Dept.:	Industry Markets
Distribution:	InfoTech
Business Unit:	Industry Markets

**Point(s) of Contact:**  
Your Ameritech Account Manager

**Author(s):**  
Kelly Paul  
Area Manager - Product Management

Revised: 11-27-00

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GENERAL

THE BONA FIDE REQUEST PROCESS

BONA FIDE REQUEST INITIATION

BONA FIDE REQUEST FORM

**GENERAL**

If the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of the Requesting Carrier, either be refunded or credited toward additional development costs authorized by the Requesting Carrier after receipt of Ameritech's Analysis Response. The Requesting Carrier may also cancel its BFR during the Analysis Period but shall be responsible to pay the costs incurred by Ameritech to analyze and process the BFR up to and including the date Ameritech receives notice of such cancellation. Finally if at any time during the Analysis Period, Ameritech determines that the BFR cannot be processed or does not qualify for BFR treatment, Ameritech shall refund to Requesting Carrier the balance of the deposit.

After Ameritech provides the Requesting Carrier the Analysis Response, Ameritech will take no further action on the BFR until Ameritech has received the Requesting Carrier's authorization to proceed to develop a price quote for the Request (a "Bona Fide Request Quote"). After receipt of Ameritech's Analysis Response, the Requesting Carrier has the following options:

1. Cancel the BFR; provided, that if the Requesting Carrier elected to not make a \$2,000 deposit, the Requesting Carrier shall compensate Ameritech for any costs it incurred up to and including the date Ameritech received notice of such cancellation; or
2. Authorize Ameritech to prepare a Bona Fide Request Quote conditioned upon Requesting Carrier's agreement to compensate Ameritech for any costs it incurs to prepare such Bona Fide Request Quote.

Unless Ameritech receives written notification that the Requesting Carrier is exercising one of the above options within 30 calendar days<sup>1</sup> of such carrier's receipt of Ameritech's Analysis Response, the Requesting Carrier shall be deemed to have canceled its BFR.

Ameritech shall provide the Requesting Carrier its Bona Fide Request Quote as soon as feasible, but in any event not more than 90 calendar days<sup>2</sup> from the date Ameritech receives Requesting Carrier's authorization to develop such quote. Requesting Carrier may, at any time during the 90 calendar day Bona Fide Request Quote period, cancel Ameritech's processing of the Bona Fide Request Quote, but shall pay for Ameritech's costs to process and develop the Request up to and including the date Ameritech received notice of cancellation.

Upon completion, Ameritech will provide the Requesting Carrier with the Bona Fide Request Quote, which shall include proposed rates, ordering intervals, methods and procedures for ordering the product/service and an invoice for the costs incurred to date by Ameritech to develop and process the Request. The Requesting Carrier then has 30 calendar days<sup>3</sup> after receipt of the Bona Fide Request Quote to (i) either submit firm orders for the Request subject to the Bona Fide Request Quote or cancel its BFR and (ii) remit to Ameritech any invoiced costs as described above.

#### **BONA FIDE REQUEST INITIATION**

The key document in the Bona Fide Request process is the BFR Form. A copy of the form is included at the end of this Practice and available electronically at <https://clec.sbc.com>. The BFR Form requires the Requesting Carrier to provide Ameritech detailed and specific information about the Request that will enable Ameritech to adequately evaluate and process the Request. Specifically, the Requesting Carrier must provide answers to the 15 items set forth on the BFR Form.

<sup>1</sup>For purposes of this document "Ameritech" means, individually and collectively, Illinois Bell Telephone Company (Ameritech - Illinois), Ameritech Illinois Metro, Inc. (Ameritech - Illinois Metro), Indiana Bell Telephone Company Incorporated (Ameritech - Indiana), Michigan Bell Telephone Company (Ameritech - Michigan), The Ohio Bell Telephone Company (Ameritech - Ohio), and the Wisconsin Bell, Inc. (Ameritech - Wisconsin).

<sup>2</sup>The intervals set forth in this BFR Form shall apply unless a different interval is specified in the Requesting Carrier - Ameritech Interconnection Agreement, in which case the intervals contained in such agreement(s) shall apply.

<sup>3</sup>See Footnote 2

<sup>4</sup>See Footnote 2

<sup>5</sup>See Footnote 2

<sup>6</sup>See Footnote 2

**BONA FIDE REQUEST FORM**

**AMERITECH BONA FIDE REQUEST FORM - ILLINOIS**

1) Requested By

(Company Name)

(Company Address)

(End-User Name)

(End-User Address)

(Facilities requested by End-User)

(Contact Person)

(Fax Number)

(Phone Number)

(Date of Request)

(E-Mail Address)

2) Technical description of the requested Interconnection, access to an unbundled network element, dialing parity arrangement, collocation arrangement or service (the "Request") (use additional sheets of paper, if necessary).

3) Is the Request a modification of (i) existing services or (ii) existing access to an unbundled network element? If so, please explain the modification and describe the existing services or element(s) or indicate its name.

4) Is the Request currently available from Ameritech or any other source? If yes, please provide source's name (including Ameritech) and the name of the offering (e.g., service, access to unbundled network element or etc.).

5) Is there anything custom or specific about the manner that you would like this Request to operate?

6) If possible, please include a drawing or illustration of how you would like the Request to operate and/or interface with Ameritech's network, premises or other facilities.

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7) Please describe the expected location life, if applicable, of the Request (i.e., period of time you will use it). Do you view this as a temporary or long range arrangement?

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8) If you wish to submit this information on a non-disclosure basis, please indicate so here. If non-disclosure is requested, either attach a prepared Ameritech non-disclosure agreement, request one to be sent to you for completion or identify an existing agreement with Ameritech that restricts information provided hereunder and properly identify any information you consider confidential, if and as required by the terms of that existing agreement.

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9) List the specific Central Offices and/or Wire Centers or other points of interconnection or access where you want the Request deployed (use additional sheets of paper, if necessary).

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10) What is the expected demand of the Request for each location, (e.g., estimated number of customers, subscriber lines, number of units to be ordered)?

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Location

Estimate of demand/units

_____	_____
_____	_____
_____	_____

11) What are the pricing assumptions? In order to potentially obtain lower non-recurring or recurring charges, you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points (use additional sheets, if necessary).

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12) Please indicate any other information that could assist Ameritech to evaluate your Request:

13) Please classify the nature of your request (Check one).

- ☐ Request for interconnection.  
☐ Request for access to an unbundled network element that is not currently provided to you.  
☐ Request for Collocation where there is no space available for either Physical Collocation or Virtual Collocation in the requested Ameritech Central Office.  
☐ Request for a new or custom dialing parity arrangement.  
☐ Request for enhanced service capability under the Open Network Architecture (ONA) program.  
☐ New service or capability that does not fit into any of the above categories.

14) What problem or issue do you wish to solve? If your Request were unavailable, how would it impair your ability to provide service?

15) Preliminary analysis cost payment option (Check one).

- ☐ \$2,000 deposit included with Request; provided, that (Requesting Carrier Name) responsibility for Ameritech's costs shall not exceed this deposit for Ameritech's Preliminary Analysis.  
☐ No deposit is made and (Requesting Carrier Name) agrees to pay Ameritech's total Preliminary Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, \_\_\_\_\_ agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR Manager receives our written cancellation.

\_\_\_\_\_ also agrees to compensate Ameritech for such costs in accordance with Ameritech Practice AM TR-NIS-000140-IL, if \_\_\_\_\_ fails to authorize Ameritech to proceed with development of the Request within 30 days of receipt of the 30-day notification, or \_\_\_\_\_ fails to order the Request within 30 days, in accordance with the final product quotation. \_\_\_\_\_ certifies that a copy of the foregoing Practice is available to it.

by: \_\_\_\_\_

its: \_\_\_\_\_

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